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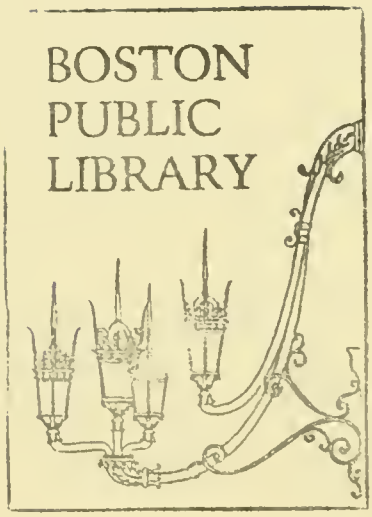
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CENTRAL BUSINESS DISTRICT
CHINATOWN GATEWAY

SERVICES FOR DESIGN, CONTRACT DOCUMENTATION, BID PREPARATION AND RESIDENT ENGINEERING

REQUEST FOR PROPOSALS
BOSTON REDEVELOPMENT AUTHORITY

JULY 24, 1989

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The Boston Redevelopment Authority is pleased to offer this statement of project criteria, scope of services, and contract format as a Request for Proposals for design drawings, contract documents, contract bid and preparation, and resident engineering and support services for repairs and improvements to the Chinatown Gateway in the Central Business District Urban Renewal Area (R-82) and the Chinatown Masterplan District. All submissions will be reviewed, and are subject to the criteria, procedures, and requirements outlined in this document.

Project Concept, Criteria and Conditions

The mandate of the Boston Redevelopment Authority (BRA) is to revitalize the urban environment of Boston. Street, sidewalk, and park improvements improve the safety and quality of life in the city.

Engineering and Design services are required to implement repairs and improvements to the Chinatown Gateway. (See the location plan and sketch on Illustrations A and B.) The Chinatown Gateway was constructed by the Authority in 1982 with $335,000 from the Edward Ingersoll Browne Trust. Tiles, ornaments, and sculptures were contributed by the Republic of China (ROC) and local handling and storage contributed by the Chinese Consolidated Benevolent Association (CCBA). The Gateway is the property of the BRA. Shortly after completion, the roof tiles began to disintegrate, creating an unsafe situation for pedestrians. Temporary repairs to the Gateway have been made, including the removal of all ceramic roof tiles and the installation of temporary shingle roofing.

A preliminary budget of $270,000 has been established for this project. This budget covers anticipated expenses, including labor for restoration and reconstruction, Engineering and Design Services, additional laboratory testing of materials, and Consultant services. New roofing tiles and technical assistance will be donated by the Republic of China via the Coordinating Council for North American Affairs. The Consultant will be required to investigate possible waterproof coatings for the roof tiles. Coincidental to the restoration, the Chinese community has requested that the Gateway pillars be painted red. (It has been suggested that local artists be hired to do decorative painting on the Gateway structure.) The present budget is expected to be sufficient to include this additional work.

Although the roofing tile replacement and other improvement work is in essence a craft problem, it is recommended that the firms submitting proposals have not only a Professional Engineer, but also a Registered Architect or comparable professional with expertise in the crafts and construction detailing necessary for successful execution of the project, on the proposed project team. Consultants will be expected to work closely with Authority staff and CCBA representatives in finalizing the Gateway improvements design. Construction of improvements is expected to commence in the 1990 season.

This Request for Proposals (RFP) combines the first (qualifications) and second (proposal) stage of the BRA Request For Qualifications/Request For Proposals process.

The criteria to be used by the Authority in its review of proposals will include:

- the demonstrated design, engineering and supervision experience, and understanding of craft and construction execution and detailing, of the applicant firm;

- evidence of successful completion of similar project(s);

- ability to complete expeditiously the proposed scope of services;

- quality and depth of principal(s), project manager, and/or personnel who will work on this project;

- ability of the applicant firm to work with representatives from the CCBA and Coordinating Council for North American Affairs, which effort will require multi-lingual abilities (the tradesmen installing the tiles may be Taiwanese; their exact dialect(s) are unknown as of this writing), and expertise in Chinese culture;

- compliance of the applicant with established City of Boston Affirmative Action program requirements, including residency and minority hiring ratios; and,

- overall or not-to-exceed amount of the project proposal and the value of work received by the Authority, based on hourly billing rates for consultant/subconsultant budget allocations broken down task-by-task.

At any time the Authority may request reasonable additional information from any applicant. The Authority reserves the right to reject any and all proposals.

All firms submitting a proposal at this time must carry a team consisting of professional engineers, and registered architects or equivalent professionals trained in craftwork and construction detailing sufficient to handle all project tasks associated with existing conditions analysis, contract documentation, construction, and resident engineering services.

Disposition Procedures

The Boston Redevelopment Authority requires that applicants submit Statements of Qualifications and Proposals no later than 4:00 p.m. on August 11, 1989, to the Authority, Room 943, City Hall, One City Hall Square, Boston, Massachusetts 02201. For questions regarding proposal submissions, please contact Phil Ziegler at the BRA at (617) 722-4300.

All submissions must conform to the requirements outlined above and below. The Authority will review all Proposals, and determine the firm most qualified for providing the required services.

The Authority reserves the right, acting through the Assistant Director for Engineering and Design Services, to request additional information of, or to interview, any or all firms as required to assist in the evaluation of the project proposals.

Submission Requirements

Ten copies of each submission are required. Copies shall be bound 8 1/2" x 11" booklets containing all applicable information. The submission should include the following material:

- A letter of interest;
- Relevant past experience of the applicant firm and/or personnel, including specific projects related to construction in general and tile roofing systems as well as general introductory material;
- Appropriate references, with contact person and current phone;
- Demonstration of the ability to work with the public agencies and familiarity with the reviews required;
- A specific list of personnel to be assigned to the project, and corresponding resume briefs;
- Demonstration of the ability to complete expeditiously the proposed scope of services;
- Documentation of the applicant's compliance with City of Boston residency and affirmative action program requirements;
- Standard forms 254 and 255; and,
- A detailed summary of the costs required to complete satisfactorily the work for the existing conditions survey, design engineering, and contract documents relating to the repair and improvement of the Chinatown Gateway. This shall be in the form of an overall not-to-exceed amount which is, in turn, broken down into specific task allocations, subconsultant fees and fee basis, and reimbursable expenses. Flat hourly billing rates of all staff and subconsultants designated for this project shall be included. A twelve-month contract, which includes the testing period for the tile samples, should be assumed as a basis.

Scope of Services Anticipated

Project Area:

The Chinatown Gateway Project area is comprised of the Gateway Structure and its immediate surroundings in the Central Business District Urban Renewal Area, at the corner of Edinboro and Beach Streets, City of Boston, Massachusetts.

Services:

The Engineering and Design Services Consultant is envisioned as the overall Consultant for the Project. The Consultant should possess, or have immediate access to, expertise in engineering, architecture, craftwork, Chinese history and culture, and overall project management experience. The Consultant will be the primary liaison between the BRA, CCBA, Chinatown Neighborhood Council, general contractor, and other special consultants. In addition, the Consultant shall assign a day-to-day Project coordinator to work with the BRA, CCBA, and CNC in seeing that the Project proceeds smoothly and according to schedule. The Project coordinator will work with CCBA in making arrangements for craftsmen from Taiwan and Chinese artisans for decorative and general painting, and in other special tasks which require coordination between the various parties.

An existing conditions analysis, full contract documentation preparation, assistance in contract bidding and preparation, and resident engineering services are required. General consulting services will be requested from time to time. The Authority will provide such materials as may be available regarding the existing Gateway structure, including construction documents and earlier feasibility studies, as applicable to the current Project.

It is generally agreed that the following improvements are required as part of this Project:

1.) Replacement of shingled roof with new tested tiles. It has been suggested that this particular task be carried out by expert craftsmen from Taiwan, with wages paid by the ROC.

2.) Painting Gateway.

3.) Installation of lighting for both sides of Gateway (previously committed contribution by Boston Edison in addition to the grant to CCBA.)

4.) Miscellaneous repair and maintenance of Gateway and surrounding area (i.e., resetting lions if necessary, repair or replacement of bollards, etc.)

Design Work:

Conferences with the BRA and other regulatory agencies, including neighborhood interests, should be anticipated. Preparation of Preliminary Design and Contract Documents drawings will be required. Testing of tile samples will be required during the Design phase. Prospective Consultants should be aware that this task may include inspection of the tile lot, and confirmation of the shipment, number of tiles, etc. against the bill of lading. Additionally, the testing period for the tiles is likely to exceed 10 weeks, due to the length of time required for tests such as freeze\thaw cycles. Specifications, reproducible contract documents, estimates, and a specified number of bid sets must be furnished.

Construction Phase:

Assistance to the BRA in the bidding, contract award and preparation processes will be required. Checking construction drawings submitted by contractors, supplemental sketches required to resolve problems imposed by unanticipated field conditions, review of test reports, site inspection, final inspection and report, and compilation, maintenance and transmission of as-built record documents will be required in this phase. The task of interpreting to/for the imported tradesmen any documents or instructions to or from the tradesmen must be performed on a timely basis.

The following draft consultant contract is attached to clarify further the anticipated Authority-Contract relationship.

NOW THEREFORE, the parties hereto do mutually agree as follows:

PART I

I. PROJECT AREA

The Consultant shall perform the services set forth in the area of the Chinatown Gateway, its adjacent Gateway Park, Beach Street and the areas abutting the Chinatown Gateway whenever such areas are affected by or affect the design and/or restoration of the Gateway.

II. SCOPE OF SERVICES

The Consultant shall do, perform and carry out, in a satisfactory and proper manner, as determined by the BRA, and in accordance with written instructions submitted from time to time to the Consultant by the BRA, the following services in connection with the planning, preliminary engineering, engineering design, preparation of construction drawings and specifications, and observation of construction of the Improvements all at the Chinatown Gateway in the Central Business District.

The term "Construction" as contained herein is intended to mean all work necessary for the restoration of the Chinatown Gateway and its adjacent areas. Such work shall include, but not be limited to, restoring, refurbishing, installing new, reconstructing and all other improvements and/or repairs as deemed advisable by the BRA for the Gateway Restoration program.

A. Certain special building materials are to be provided by the BRA for the Chinatown Gateway Restoration Project. The materials may consist of Chinese pattern glazed roof tiles, and roof ornaments. A limited number of sample tiles are available for inspection and testing. Laboratory testing need to be designed, determined, undertaken, monitored and its results interpreted. The Consultant shall fully be responsible for all testing programs which shall include tests to the presently available samples, to test pieces taken by the Consultant from the manufactured materials shipment for design and/or preconstruction phases, and other tests as recommended by the Consultant and/or requested by the BRA.

   The Consultant shall provide timely recommendations and remedial design and/or procedures should the testing reports show unfavorable results.

   When deemed appropriate by the Consultant, or when requested or as directed by the BRA the Consultant may seek the services of special sub-consultants.

   1. Tile specialists/consultants;

   2. Oriental culture consultants;

   3. Testing laboratories;

4) Other specialty services as requested and/or deemed advisable by the BRA.

Proposals for all tests and/or special sub-consultant services shall be detailed by the Consultant in the manner outlined under subsection III-D Test, Land Surveys, and Special Investigations.

B. Prepare preliminary engineering plans, specifications and cost estimates for the Chinatown Gateway's proposed restoration work.

C. Prepare Construction Contract Documents for the Chinatown Gateway which shall include final engineering plans, specifications, and detailed unit price cost estimates which are ready for advertising for public bids. Twenty-five (25) sets of plans and specifications shall be furnished by the Consultant.

D. Make periodic observations during the restoration of Chinatown Gateway to insure proper compliance with the plans and specifications.

E. Provide, if necessary, additional field survey data required to complete the preliminary and final design work, including the computation and plotting of the data.

F. All incidental work necessary to complete the designs, plans, specifications, and unit price cost estimates.

G. If the Consultant chooses, supplemental land survey work and all associated office work such as plotting of field notes, etc., may be performed with technical staff members.

H. Consult, advise and coordinate on all phases of the work as directed by the Authority.

I. Furnish, when requested in writing by the BRA on its behalf or on behalf of the Public Works Department of the City of Boston, hereinafter referred to as the "PWD," or other public agencies, resident engineering and inspection services.

J. The Consultant shall attend or be satisfactorily represented at meetings and conferences held in conjunction with the work herein described and as deemed necessary by the BRA.

III. DESCRIPTION OF SERVICES

The services set forth under Section II hereof are defined as follows:

A. Preliminary Engineering

Preliminary engineering plans, outline specifications and cost estimates for the Improvements at the Chinatown Gateway shall include as minimum requirements the following:

1. Preliminary layouts and plans at a horizontal scale of 1 inch equals 20 feet or any other scale that may be required. Drawings shall be done in India ink or linen at a sheet size to be determined by the BRA. An acceptable substitute will be a linen reproducible of a pencil original.

2. Profiles and elevations showing all such dimensions that are critical to the design at such vertical and horizontal scales as may be specified by the BRA.

3. Typical sections and details of major appurtenances.

4. Outline specifications for construction.

5. Preliminary construction cost estimates.

6. For any improvement which requires design criteria a preliminary design statement which sets forth all of the pertinent design criteria employed by the Consultant in the design plus all other data pertaining to the construction, operation and maintenance of the proposed Improvements that may assist the BRA in its review of the preliminary submission.

B. **Construction Contract Documents**

Construction Contract Documents for the improvements shall be prepared in such form and detail as may be required by the BRA on its behalf or on behalf of the PWD or other public agencies and shall include but not be limited to the following:

1. Final construction drawings complete and ready for advertisement for construction bids.

2. Final specifications complete and ready for advertisement for construction bids.

3. A reproducible copy of all design computations.

4. A reproducible copy of all the detailed Consultant estimate of construction cost.

5. A final design statement which sets forth all the pertinent design criteria employed by the Consultant in the design; the Consultant's recommendations for maintenance and operation; and all other pertinent engineering data.

In connection with this phase of the work, the Consultant shall review and evaluate bids received for construction and submit to the BRA a recommendation as to the award of all construction Contracts.

C. **Construction Observation**

Construction observation of the Improvements at the Chinatown Gateway shall include as minimum requirements the following:

1. Complete consultation and advice during construction, which advice and consultation shall include:

   a. analysis and review, including the Consultant's recommendation to the BRA on all problems relating to, and arising during the course of the construction of the Improvements:

   b. interpretations of Construction Contract Documents.

2. Assistance in coordinating and planning construction activities:

3. Preparation of large scale drawings as needed to supplement Construction Contract Documents;

4. Check and approve shop and working drawings prepared by the Construction Contractor with processing in a manner prescribed by the BRA;

5. Advice to the BRA on such special engineering construction problems that may arise in carrying out the construction work;

6. Final inspection and submission of a written report on the acceptability of the completed work and the operation of same;

7. Preparation and submission to the BRA with respect to all work for which resident engineering inspection services are requested as referred to in Subsection II-I for distribution to the PWD or other public agency for or by whom the improvement was constructed of a complete set of reproducible record plans of the work, "as-built", showing definite measurements for all construction and also any changes from the construction drawings in the work as-built, such plans to be in India ink on linen or approved facsimile. As-Built plans are to be done only when specifically requested in writing by the BRA.

D. **Tests, Land Surveys, and Special Investigations**

When deemed appropriate by the Consultant, or as directed by the BRA, the Consultant shall prepare proposals including estimates of cost to undertake tests, land surveys or special investigations necessary to the planning, preliminary engineering or design of each improvement or group of improvements. Such proposals shall be submitted to the BRA and, if approved by the BRA, the tests, land surveys or special investigations shall be obtained by the Consultant in the manner approved.

If the Consultant chooses, land survey work and all associated office work such as plotting field notes, etc., may be performed with technical staff members.

Proposals by the Consultant for testing shall include but not be limited to the following:

1. description of samples, tests and analysis;

2. specifications of tests and analysis to determine the nature of the material;

3. statement of the nature of the reports and plans to be submitted;

4. estimated cost of carrying out the proposal.

Proposals for all tests, land surveys or special investigations and/or services by sub-consultants shall be detailed by the Consultant in a manner appropriate for the special work to be undertaken.

The land survey work to be performed by the Consultant shall include all office work necessary for the plotting and calculating of the field data obtained and the submission of plans to the BRA.

E. **Consultation, Advice and Coordination**

The Consultant shall, through consultation, advice and coordination, aid the BRA in meeting the requirements of the PWD, the Public Improvement Commission and other public agencies with respect to the Improvements at the Chinatown Gateway which are to be constructed in the Project Area.

The BRA will seek the approval of the PWD and other appropriate agencies in whole or in part, of the preliminary engineering plans and Construction Contract Documents for the Improvements at Chinatown Gateway which specifically affect any of these agencies and the Contractor shall assist the BRA as directed in obtaining such approvals.

Each of the Improvements described herein are to be advertised and let for construction by the BRA, the PWD, or other agency and the Consultant shall in each instance perform the appropriate services as described herein for the BRA in coordination with the constructing agency in the same manner as if the BRA were the constructing agency itself.

Throughout the entire term of this Agreement the Consultant shall provide consultation, advice and coordination in accordance with, but not limited to, the following requirements:

1. The Consultant shall provide advice to enable the BRA in consultation with the PWD, or other public agencies to establish, and revise from time to time, a time schedule to be followed in the conduct of the work;

2. The Consultant shall advise and assist the BRA in consultation with the PWD or other public agencies in the preparation of specific instructions for the performance of work hereunder.

3. The Consultant shall attend or be satisfactorily represented at meetings and conferences held in conjunction with the work described herein as deemed necessary by the BRA.

F. **Resident Engineering and Inspection Services**

The Consultant shall furnish personnel for resident engineering and inspection services of the construction of the improvements at the Chinatown Gateway, as required by the BRA on its behalf or on behalf of the Public Works Department, or other public agencies. The Consultant shall submit the names and qualifications of the Resident Engineer and Field Inspectors to the BRA for approval.

Resident engineering and inspection services shall include but not be limited to the following:

1. Observation of and reporting to the BRA on the Construction Contractor's work for compliance with the requirements of the contract plans and specifications;

2. Arrange for field and laboratory testing of construction materials, as provided in the contract specifications;

3. Review Construction Contractor's estimates of quantities of materials in place, as submitted for partial and final payments;

4. Review claims for extra compensation submitted by the Construction Contractors and prepare recommendations to the BRA for settlement.

IV. ASSIGNED PERSONNEL

The Consultant shall assign an experienced Registered Professional Engineer, or an experienced Registered Professional Architect, who is acceptable to the BRA, to be in responsible charge of the work to be undertaken under this Contract. The Consultant shall not replace the person in charge without permission of the BRA. The Consultant shall not assign additional personnel to the work not already listed on the attached exhibits. The BRA shall have the right to exercise the power of review and approval of assigning additional personnel to the work thereof for a period of thirty (30) days following receipt of the Consultant's written notice of such additions. This notice must be submitted prior to the effective date of said additions.

V. TIME AND ORDER OF PERFORMANCE

A. The Consultant shall undertake all services described herein in timely fashion and as directed by the BRA. Work shall be completed in a reasonable time and shall be consistent with the time schedule referred to in Subsection III E.1. The term of this Contract shall be for _____ from the date hereof provided that the time limit may be extended upon agreement in writing by both parties.

B. The Consultant shall perform the required services in the manner described above and in accordance with the following conditions, the paragraphs numbered hereafter corresponding to the numbered paragraphs found in Section III containing a description of the services that are referred to in this Section.

1. Upon specific request of the BRA, the Consultant shall prepare preliminary engineering plans, outline specifications and preliminary cost estimates that relate to the Improvements. Upon completion or revision, the Consultant shall submit this work for review and comment to the BRA and to other affected agencies which the BRA will designate.

2. Upon specific request of the BRA, and upon acceptance of the preliminary engineering plans, outline specifications and preliminary cost estimates that relate to the Improvements, the Consultant shall prepare Construction Contract Documents for the Improvements as may be designated by the BRA. Upon completion or revision, the Contractor shall submit this work for review and comment to the BRA and to other affected agencies which the BRA will designate.

3. Upon specific request of the BRA, the Consultant shall observe construction for the Improvements as may be designated by the BRA;

4. Upon approval by the BRA of any proposals by the Consultant for obtaining tests, land surveys, and other special investigations, or performing land survey work and all associated office work such as plotting field notes, etc., with technical staff members, the Consultant shall undertake such work as may be designated by the BRA.

5. Upon specific request of the BRA, the Consultant shall provide such consultation, advice and coordination services as may be designated by the BRA.

6. Upon specific request of the BRA, the Consultant shall provide resident engineering and inspection services as may be designated by the BRA.

VI. COMPENSATION

A. The BRA shall pay the Consultant as full compensation for services required under this contract, except for resident engineering and/or inspection, and except for any plans and contract documents in excess of the first twenty-five (25) copies to be furnished by the Consultant, a lump sum of ____.

The foregoing amount shall be considered to include all other costs incurred by the Consultant in respect to services described above, including but not limited to F.I.C.A. tax, Federal and State unemployment taxes, group life, accident and health insurance; workmen's compensation insurance; contribution to retirement funds; office expense; supplies and equipment; general cost of doing business; and the Consultant's profit.

No amount shall be paid with respect to services rendered by a principal of the Consultant, except by permission of the BRA for productive work at a rate commensurate with the level of service provided.

B. 1. The Consultant shall be reimbursed for actual out-of-pocket expenses incurred at the written request of the BRA, for quality control tests, at design stages and during construction and the direct cost of prints of the preliminary plans, and Contract Documents for Construction or revisions thereof in excess of the first twenty-five (25) copies of each that are made by the Consultant.

If the Consultant chooses to perform land survey work and all associated office work, such as plotting of field notes, etc., with technical staff as set forth in Subsection II-G and III-D hereof, such work shall be reimbursable to the Consultant based upon rates for engineering, and technical staff members named on Exhibit C which is attached and made a part of this contract.

The Consultant shall also be reimbursed for actual out-of-pocket expenses at the written request of the BRA for special consulting services performed by independent sub-consultants and/or specialists in connection with the design and/or restoration work for the Gateway.

The BRA's maximum obligation to the Consultant as full reimbursement for all out-of-pocket expenses shall not exceed _____.

2. The Consultant shall be reimbursed based upon the hourly fee charged for the employees named on EXHIBIT D, which is attached and made a part of this Contract, for the services of a Resident Engineer or Inspector provided by the Consultant which may be required as set forth in Sections II-I. and III-F. hereof. The BRA's maximum limitation to the Consultant as full compensation for the resident engineering services shall not exceed _____.

C. The Consultant shall not do work which shall be the basis of a claim for extra compensation unless such work is approved in writing by the BRA. The Consultant shall not be compensated for revisions to the work that the BRA finds necessary because of inaccuracies or deficiencies for which the Consultant is responsible including, without limiting the generality of the foregoing, the failure by the Consultant to:

1. meet the requirements of this Contract;

2. comply with the instructions submitted by the BRA to the Consultant, or

3. comply with customary engineering and design practices followed with respect to this type of work and/or the written codes and standards of the BRA, PWD, or other public agency that are applicable to such work.

D. The maximum limitation of the BRA's obligation hereunder shall be _____. Since the amount of engineering and design services which the BRA shall require under the term of this contract as stipulated under Subsection V-A cannot be accurately determined at the time of execution, an adjustment of such limitation may prove necessary. However, no change in such maximum limitation shall be made without the written agreement of both parties.

E. When this Engineering and Design Services Contract approaches its limitations of money and/or time, the Consultant shall notify the BRA in writing, eight (8) weeks prior to expiration of the contract time or the projected depletion of funds.

In the situation where the funds are nearing depletion or where the funds and time are concurrently nearing depletion the reports to the BRA shall include an itemized project engineering services cost estimate with a request for a new contract.

In the situation where the contract time will expire prior to the depletion of funds, a request for an amendment to extend the contract time should be submitted to the BRA with the usual engineering and design services cost estimate.

VII. TIME AND MANNER OF PAYMENT

A. The BRA shall pay to the Consultant for all basic services included in the Preliminary Engineering 25% of the lump sum of _____ equal to _____ upon completion and acceptance of the required Preliminary Engineering.

B. The BRA shall pay to the Consultant for all services included in the Construction Contract Documents 50% of the lump sum of _____ equal to _____ upon completion and acceptance of the required Construction Contract Documents Phase.

C. For assistance with Bidding Phase, the BRA shall pay the Consultant 5% of the lump sum of _____ equal to _____.

D. For administration service and construction observation, the BRA shall pay the Consultant 20% of the lump sum of _____ equal to _____ and to be paid in the ratio of the percentage of completion of construction.

E. For resident engineering or inspection services, the BRA shall reimburse the Consultant based upon the hourly fees charged for the employees named on EXHIBIT D, up to the maximum limitation stipulated in Section VI-B-2.

F. Upon approval of the application for payment, the BRA shall pay ninety (90%) percent of the fees earned for the period reflected on the application for payment, plus one hundred (100%) percent of allowable expenses under Section VI-B-1.

Final acceptance of services performed under this Contract shall be made by the BRA only after the construction work for which said services were performed has been completed by the Construction Contractor and accepted by the BRA.

VIII. INSPECTION OF BOOKS AND RECORDS

The Consultant shall keep proper and accurate records of the work performed and of the time and cost incurred and the BRA shall have the right to inspect such records at any time during the term of the Contract and any extension thereof and a reasonable period thereafter. All such books and records shall be kept in such a manner that the work performed hereunder are completely separate yet readily identified for similar or continuing work.

IX. MATERIAL FURNISHED BY THE AUTHORITY

A. The BRA may provide access to and permit inspection of, at reasonable times and under reasonable conditions, plans, maps, publications, reports, status studies, records or other data or information (excepting information considered confidential by the BRA) which has been prepared by or for the BRA and which is relevant to the services to be furnished by the Consultant under this Contract.

B. Without limiting the generality of the foregoing, and in addition to the exhibits attached hereto, the BRA may deliver to the Consultant:

1. Construction design documents of the existing Gateway structure and its immediate street areas, prepared by Jung/Brannen Associates, Inc., Architects, dated August 1980; and various shop drawings to be used as informational purposes.

2. Land survey and photogrammetric maps and materials which the BRA may have available.

X. APPROVALS

All work done by the Consultant shall be subject to the approval of the BRA.

The BRA may withhold its approval of any portion of the work if:

A. Such work does not meet the requirements of this Contract:

B. Such work does not comply with the instructions submitted by the BRA to the Consultant; or

C. Such work does not comply with customary engineering and design practice followed with respect to this type of work and/or the written codes and standards of the BRA, PWD, or other public agency that are applicable to such work.

XI. REVISIONS

The Consultant shall make such changes, revisions or additions to the preliminary and final plans and drawings and other documents as may be required by the BRA. No changes, revisions or additions to any plan or drawing or other document shall be made by the Consultant after the BRA has approved said plan or drawing or other document without written consent by the BRA.

XII. FORM AND NUMBER OF DOCUMENTS

A. Copies of all plans, drawings or documents which are submitted to the BRA for review and approval shall be in such form and number as the BRA may direct.

B. Upon request by the BRA, the Consultant shall deliver to the PWD or other appropriate public agency a copy of any document submitted by the Consultant to the BRA.

XIII. OWNERSHIP OF DOCUMENTS

All cloth tracings, drawings, specifications, stencils, and other documents prepared under this Contract, including all originals needed by the BRA to reproduce additional copies thereof, shall be the property of the BRA. The Consultant may make such copies for his own use as he may deem necessary or desirable. Upon request of the BRA, during any stage of work, the Consultant shall deliver all such tracings, drawings, specifications, stencils and other documents to the BRA.

Unless prior specific written arrangements have been obtained from the BRA, all documents shall be delivered to the BRA by the Engineering simultaneously with the Engineer's Final Release under Section XIX.

XIV. TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions - wherein the Consultant is called the "Contractor" and the Authority is called the "Local Public Agency".

XV. NOTICES

Any action, notice or request required to be taken, given or made by the BRA hereunder may be taken, given or made by the Director of Engineering or such other person or persons as the BRA may authorize for the purpose. All notices, requests or other papers required to be given or delivered to the BRA hereunder shall be sufficiently given or delivered if mailed, postage prepaid to the Boston Redevelopment Authority, Director of Engineering, Charlestown Navy Yard, Building 34, One First Avenue, Charlestown, Massachusetts 02129, or to such other representative or address as the BRA may designate to the Consultant in writing.

All notices, requests, or other papers required to be given or delivered to the Consultant hereunder shall be sufficiently given or delivered if mailed, postage prepaid, to _____ or to such other representative or address as the Consultant may designate to the BRA in writing.

XVI. CHANGES IN SCOPE OF WORK

No compensation will be paid for work representing a change in the scope of his work unless the Consultant receives written approval of such changes from the Director of Engineering of the BRA.

XVII. PREVAILING SALARIES

Not less than respective salaries prevailing in the locality as determined pursuant to the attached Minimum Wage Rates for Architects, Engineers and Draftsmen shall be paid to persons in the respective occupations listed therein who are employed in the performance of work under this Contract.

XVIII. CERTIFICATIONS

The Consultant shall furnish to the BRA with each application for payment under Section VII hereof a certification as to compliance with Section XVII hereof and a similar certification of subcontractors with respect to employees engaged in work under this Contract.

XIX. FINAL RELEASE

In consideration of the execution of this Contract by the BRA, the Consultant agrees that simultaneously with the acceptance of what the BRA tenders as the final payment under this Contract, the Consultant will execute and deliver to the BRA an instrument under seal releasing and forever discharging the BRA of and from any and all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity arising from, growing out of, or in any way connected with this Contract.

XX. CORRECTIONS

The acceptance of the work required under the Contract or the making of any partial and final payments thereunder, shall not relieve the Consultant from the obligation to correct any errors in the work performed or any departures from the work prescribed in this Contract or in instructions submitted by the BRA to the Consultant, and all such corrections shall be made by the Consultant on demand without cost to the BRA.

XXI. SPECIAL PROVISIONS

Any language in this Contract which is inconsistent herewith or is other-wise to the contrary notwithstanding, the BRA and the Consultant expressly agree that all plans, specifications and construction contract documents produced by the Consultant under the terms of this Contract shall be submitted by the Consultant simultaneously to both the BRA and to the Public Improvement Commission or to the Commissioner of Public Works, as may be appropriate in the case, for the endorsement thereon of its or his approval, which written approval shall be obtained before the construction of the work, improvement, or improvements covered by such plans, specifications and construction contract documents may be publicly advertised or commenced, and regardless of whether the work,

improvement, or improvements is to be constructed by the BRA, the Public Works Department, or other public agency; it is further expressly agreed by the parties hereto that no such plans, specifications, or construction contract documents shall, subsequent to the said the PIC's or the Commissioner's written approval thereof, be altered, changed, revised, modified, or enlarged unless the PIC or the Commissioner of Public Works shall first approve in writing the proposed alteration, change, revision, modification, or enlargement; it is likewise expressly agreed by the parties hereto that this Contract shall not be altered or amended without first obtaining the prior written assent of the PIC or the Commissioner of Public Works to the proposed alteration or amendment.

XXII. BOSTON RESIDENTS AS EMPLOYEES

The Consultant shall, whenever possible, give preference to City of Boston residents in the hiring of any personnel in connection with any work to be undertaken pursuant to this Contract. For purposes of this provision, "resident shall mean a person who votes in and has his usual place of abode in the City of Boston."

XXIII. ERRORS AND OMISSIONS

The Consultant assumes total responsibility for any and all errors and omissions which may occur in the performance of their work under this Contract. The Consultant shall furnish a certificate of insurance satisfactory to the BRA indicating the limits of coverage for errors and omissions. Insurance coverage shall not be less than five hundred thousand ($500,000.00) dollars and shall remain in force for the life of the Contract.

XXIV. INDEMNIFICATION

The Consultant shall indemnify the BRA, the City of Boston and each and all of their officers, agents and employees from and against any and all liabilities that are determined to have been incurred as a result of any errors or omissions arising out of the work performed under this Contract caused by the Consultant, his agents and servants.

IN WITNESS WHEREOF, the BRA and the Consultant have executed this Agreement as of the date first above written.

ATTEST: BOSTON REDEVELOPMENT AUTHORITY

_____ By: _____
Stephen Coyle, Director

ATTEST:

_____ By: _____

APPROVED AS TO FORM:

_____
Chief General Counsel
Boston Redevelopment Authority

EXHIBIT C

TO

CONTRACT FOR ENGINEERING SERVICES

By and Between

BOSTON REDEVELOPMENT AUTHORITY

And

The BRA shall pay the Consultant the following listed hourly rates for the services performed under Part I, Paragraph VI. Compensation, Section B-1:

Employee	Rating	Hourly Rate

EXHIBIT D

TO

CONTRACT FOR ENGINEERING SERVICES

By and Between

BOSTON REDEVELOPMENT AUTHORITY

And

The BRA shall pay the Contultant the following listed hourly rates for the services performed under Part I, Paragraph VI. Compensation, Section B-2:

Employee	Rating	Hourly Rate

HUD-647
(Rev. 7-67)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAM

DETERMINATION OF PREVAILING SALARIES OF TECHNICAL POSITIONS

A. NAME OF LOCAL PUBLIC AGENCY

B. ADDRESS OF LOCAL PUBLIC AGENCY *(Include Street Address, City, State and ZIP Code)*

C. LOCALITY OF PROJECTS

MA - RI - CT

D. CLASSIFICATION OF EMPLOYMENT		PREVAILING SALARIES DETERMINED BY SECRETARY					CLASSIFICATION OF EMPLOYMENT	PREVAILING SALARIES DETERMINED BY SECRETARY			
		REGULAR RATE	PER TIME PERIOD*	OVERTIME RATE	PER TIME PERIOD*			REGULAR RATE	PER TIME PERIOD*	OVERTIME RATE	PER TIME PERIOD*
1	Planner (3)	13.38				13	Draftsman (3)	12.23			
2	Planner (2)	12.13				14	Draftsman (2)	10.67			
3	Planner (1)	11.42				15	Draftsman (1)	8.48			
4	Engineer (3)	15.92				16	Chief of Party (Surveying)	10.74			
5	Engineer (2)	13.60				17	Instrumentman	9.33			
6	Engineer (1)	12.58				18	Rodman	7.07			
7	Architect (3)	15.92				19	Chainman	7.07			
8	Architect (2)	13.60				20					
9	Architect (1)	12.58				21					
10	Landscape Architect (3)	12.67				22					
11	Landscape Architect (2)	11.48				23					
12	Landscape Architect (1)	9.75				24					

* Year indicated by "Y", Month by "M", Week by "W", and Hour by "H".

E. The rates indicated above are determined to be the salary rates prevailing in the above locality for the respective classifications of architects, technical engineers, draftsmen, and technicians employed in the development of Title I projects.

In order to fulfill the provisions of the contract or contracts for Title I financial assistance you shall require the payment of not less than the salaries prevailing in the locality as herein determined, to such technical personnel employed in the development of the aforementioned Title I projects as are within the purview of the determination. This determination supersedes all previous determinations.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

2 January 1969
Date

By _____

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

- -

Part II – Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contrac to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust-company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

ILLUSTRATION A

LOCATION

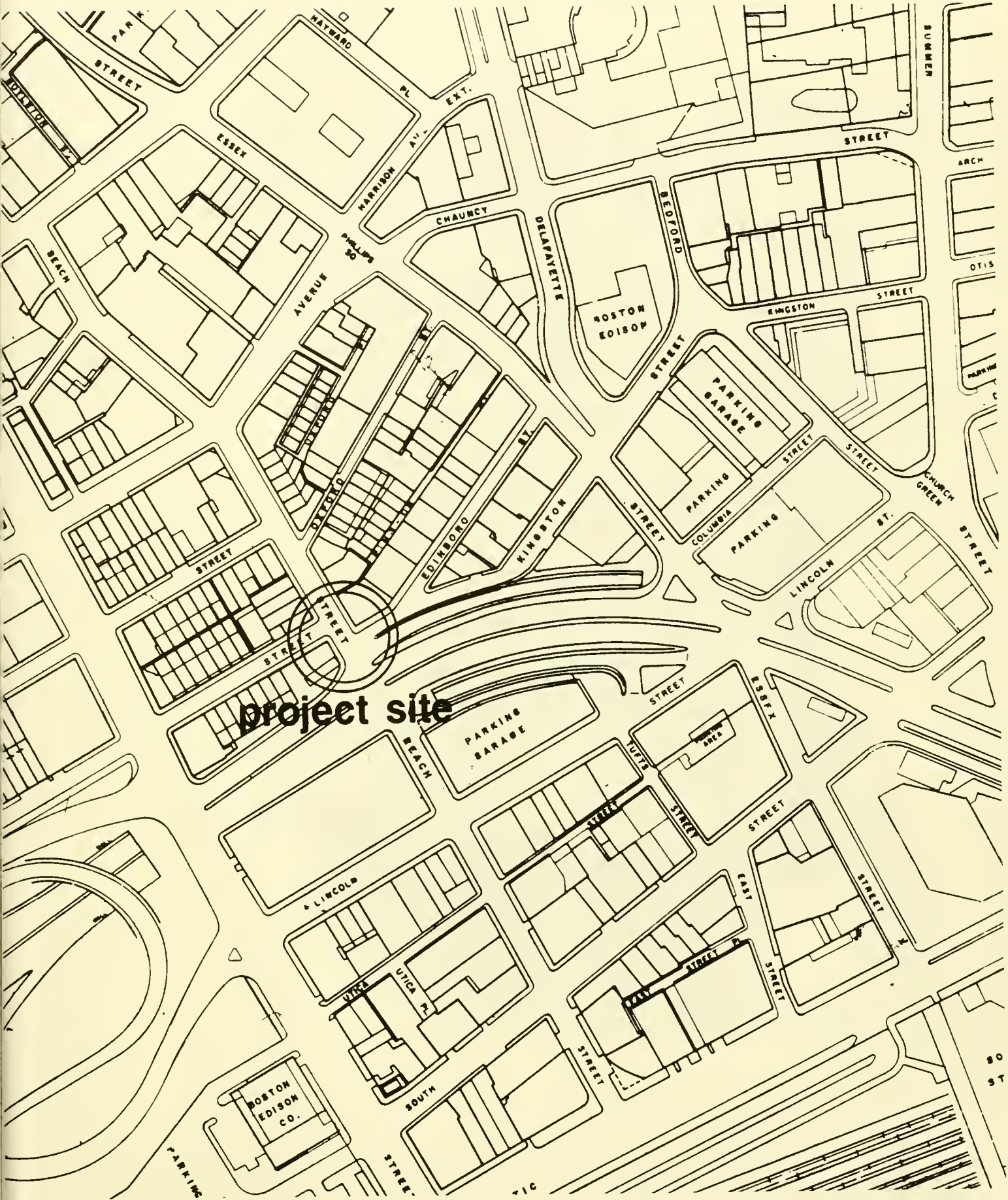

ILLUSTRATION B

PERSPECTIVE VIEW

BOSTON PUBLIC LIBRARY
3 9999 06314 758 9